

Mortgage Record, No. 78, Madison County, Iowa

A. H. Marshall & W. R. Marshall _____) Filed for record the 6th day of
to (Second April A.D. 1925 at 2:45 o'clock P.M.
H. W. Binder & Company, Council Bluffs, Iowa) Mortgage Gladys B. DeVault, Recorder.
#1005 Fee \$.50, Paul Lucas, Deputy.

Know all Men by These Presents: THAT A. H. Marshall & Mary R. Marshall, his wife, and W. R. Marshall and Lavina G. Marshall, his wife, of _____ County, and State of Iowa, first party, for the consideration of \$800.00 hereby convey to H. W. BINDER & COMPANY of Council Bluffs, Iowa, second party, the following premises, situated in Madison County and State of Iowa, to-wit:

Southwest quarter of Section No. 24 except $\frac{1}{4}$ acre in the North west corner of $SW\frac{1}{4}$ of $SW\frac{1}{4}$; and $N\frac{1}{2}$ $NW\frac{1}{4}$ Section 24; and $W\frac{1}{2}$ $SE\frac{1}{4}$ Section 25, except $\frac{1}{4}$ acre out of the Southwest corner for right of way of railroad; and North $2\frac{1}{2}$ acres of the $SE\frac{1}{4}$ $NW\frac{1}{4}$; and West 3 acres of the $NW\frac{1}{4}$ of $NE\frac{1}{4}$ of Section No. 25, all in Township No. 76 Range No. 27, excepting from the above described tract a tract containing 4.13 acres more or less acquired by Madison County, Iowa, on Novr. 16, 1922 under the Federal Aid Project No. 169 for highway purposes located through the $N\frac{1}{2}$ Section 25 Twp. 76 Range 27

And we warrant the title against all persons whomsoever, and release all right of

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FIDLAR & CHAMBERS CO., DAVENPORT, IOWA

homestead in said land.

To be void upon condition that A. H. Marshall and Lavina G. Marshall pay unto said second party, or order Eight Hundred # DOLLARS, in ten installments, according to a promissory note, payable at the office of H. W. BINDER & COMPANY, in Council Bluffs, Iowa, executed by A. H. Marshall, Mary R. Marshall, W. R. Marshall & Lavina G. Marshall to said second part, bearing even date herewith. The non-payment when due, of any installment on said note, causes said note to become due at once, and the whole shall bear 8 per cent, interest per annum from this date. In case of foreclosure said first party agrees to pay a reasonable attorney's fee. This mortgage is junior to a prior mortgage of \$16000. on said land, executed by the first party to the second party. The note hereby secured becomes due at once, and this mortgage may be foreclosed upon a failure to perform any agreement in said prior mortgage or upon the payment of said prior mortgage before the note thereby secured matures. The note hereby secured represents commissions due to the mortgagee, and the full amount thereof is to be paid without condition or exception.

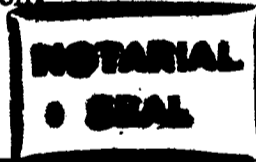
Dated this 27th day of January 1925.

A. H. Marshall Mary R. Marshall
W. R. Marshall
Lavina G. Marshall

State of Iowa, Polk County, ss: On this 27th day of January 1925, before me, a notary public in and for said County, personally appeared A. H. Marshall & Mary R. Marshall, his wife & W. R. Marshall & Lavina G. Marshall, husband and wife, to me personally known to be the identical persons whose names are affixed to the foregoing instrument as grantors and acknowledged the same and the execution thereof to be their voluntary act and deed.

WITNESS MY hand and Notarial Seal the day and year last above written.

A. L. Steele
Notary Public.



James

Filed for record the 6th day of April